



Scope of Application
适用范围

In principle, we only sell and deliver according to the following terms and conditions. The exceptional application of other conditions, especially our customers' conditions of purchase, requires explicit acknowledgment on our part
我们原则上只按照如下条款和条件进行销售和交货。其它条件，尤其是我方客户的采购条件，需经我方明确认可后方可作为例外实行。

These General Terms and Conditions Sale and Delivery ("GTC") shall apply to and govern all and any confirmed orders, agreements or other documents ("Contracts") binding between us - Rühl Puromer GmbH ("Rühl") and our customers ("Buyers") from the People's Republic of China ("PRC") (以下简称"一般条款与条件") 应适用于我方 (即 Rühl Puromer GmbH) (以下简称"Rühl") 与我们的来自中华人民共和国的客户 (以下简称"买方") 之间任何与一切具有约束力的已确定订单、协议或其它文件 ("合同") 并以一般条款与条件作为依据。In case any discrepancies between the GTC and any Contract, the deviations stipulated in the Contracts shall prevail.
如果本一般条款与条件与任何合同之间有任何不一致，应以合同的规定为准。

All terms such as "we", "us" and "our" appearing in the GTC shall refer to Rühl only.
凡是本一般条款与条件中出现"我方"字样，均指 Rühl。

§ 1 Offer and acceptance
报价与接单

- a) Our offers are made subject to change. Orders are only binding for us when and insofar as we confirm them in writing (including email from) or have begun with their execution. Alterations, amendments and verbal collateral agreements also require written confirmation.
我方的报价有可能更改。只有经过我方以书面形式 (包括电子邮件) 确认的或者已经开始执行的合同对我方才具有约束力。变更、修正和口头附属协议也需要书面确认。
- b) Supplementary terms to identification such as "approximately", "as delivered before", "business as usual" or similar terms shall refer exclusively to the quality or quantity of the goods in our offers, but not to the price. Such terms in orders will be understood by us according to this clause and if applicable a respective confirmation shall be understood in the same manner.
对于诸如"大约"、"按照先前交货的方式"、"按惯常交易"或类似措词的辨识的补充条款，应仅仅适用于我们报价中的货物的质量或数量，但不适用于价格。我方将按照本条的规定理解订单中的这类措词，而且如果情况适用，相应的确认书也应以同样方式理解。
- c) Amounts are always considered to be approximate. Safety-related and filling-related deviations up to 10 % shall be considered as contractual. Deviations of quantity are fully taken into account for the buyer at the invoice sum.
数量始终被视为近似数。如出于安全考虑或因灌装的缘故发生偏离，则在 10%范围内均被视为符合合同规定。偏离的正数应计入向买方出具的发票的总额，偏离的负数应从买方出具的发票的总额中扣除。

§ 2 Purchase price and payment
采购货款和付款

- a) In principle, our prices are exclusive of value added tax. The prices calculation shall be based on the quantity or weight of the goods determined by us or our supplier. The calculation of prices may however be based on the quantity or weight of goods determined by the recipient, if the determination has been made by use of a calibrated scale and if the goods have been transported at our risk and if this has been agreed upon.
原则上，我方的价格都不含增值税。价格应按照我方或我方供应商所确定的货物数量或重量计算。然而，如果收件人使用校准的量器确定货物的数量或重量，而且如果由我方承担运输货物的风险，而且如果已经就此达成一致意见，则可以按照收件人确定的货物的数量或重量计算价格。
- b) The purchase price is payable net at delivery of the goods unless otherwise agreed upon.
除非另有约定，一旦交货采购货款 (净值) 即为到期应付款。
- c) We reserve the right to claim maturity interest of 3 % plus the base interest rate on short term loan (i.e. maximum 1 year) published by the People's Bank of China ("PBOC") from the due date on.
我方保留按照自到期应付日起按中国人民银行公布的一年以内 (含一年) 的短期贷款基准利率另加 3% 的到期利率提出索赔的权利。
- d) In case of delay, default interest of 6 % plus the base interest rate on short term loan (i.e. maximum 1 year) published by PBOC shall accrue. We reserve all rights to claim further damages.



如果拖延付款，则应按照中国人民银行公布的一年以内（含一年）的短期贷款（基准利率另加 6% 欠款利率产生利息。我们保留就进一步的损失提出索赔的一切权利。

- e) Bills of exchange and checks will only be accepted on account of performance; they are regarded as payment only after they have been honoured. Standard bank expenses shall be borne by the Buyer.
汇票和支票只有在用于履行合同时才能接受；它们只有在承兑之后才被视为支付。标准银行费用应当由买方承担。
- f) The Buyer shall be entitled to offset only insofar as his counterclaim is undisputed or assessed in a legally binding judgement.
只有当买方的反求偿无争议或经具有法律约束力的判决核定的情况下，买方才有权进行冲抵。

The Buyer shall not withhold the purchase price because of material defects resulting from another contract different to the contract from which the outstanding purchase price originates.
买方不得以其它合同的实质性缺陷为由，拒付本合同的采购货款。
- g) If the Buyer falls behind with the payment of one of our bills in an amount significant ("Significant Amount") for the business relationship of - 20 % of the invoice sum of one month, averaged over the previous 12 months, or averaged over all past months (in case of less than 12 months business relationship) before being behind schedule -, all our claims of the business relationship shall become due immediately, irrespective of any possible acceptance of bills of exchange or checks. We are then entitled to demand cash payment prior to a potential additional delivery.
如果买方拖欠我们的某一份账单的付款，其拖欠金额就业务关系而言达到不可忽略的程度（“不可忽略金额”），即拖欠发生前的 12 个月期间一个月的平均发票总额的 20%（如果建立业务关系尚不满 12 个月，则为此前所有月份的平均每月发票总额的 20%），则我方因与买方之业务关系而有权利要求的所有款项应立即成为到期应付款项，而不论是否可能接受以汇票或支票付款。对于此后的交货，我们有权要求先付现金。
- h) If the default in payment in a Significant Amount is not resolved within a reasonable extension of time, we are entitled to terminate the Contract or to demand compensation due to non-performance. This applies in particular to stipulated follow-up transactions still to be executed. Should facts become known to us revealing that the Buyer is no longer creditworthy, we are entitled to demand cash payment prior to the delivery of the goods, even if something else was previously agreed upon, as well as to declare our demands due.
如果某项不可忽略金额的拖欠问题未在合理的宽限期内解决，我们有权终止本合同或就未履约提出索赔。这项规定尤其适用于已约定待执行的后续交易。假如我方获知的事实表明买方的资信状况不再值得信赖，则即使此前已经作出其它约定，我们仍有权要求先以现金付款，然后才交货，并宣布我们有权索偿的款项已经到期应付。

§ 3 Delivery

交货

- a) The agreed delivery times and dates are always considered to be approximate if no fixed date is expressly agreed
凡是没有明确规定交货日期为固定日期，的一切已约定交货时间和日期均被视为大概时间和日期。
- b) For deliveries from suppliers which do not go through our plant (drop business), delivery times and dates shall be met, if the goods leave our supplier in good time that, considering normal transport times, the delivery reaches the recipient in time.
在由供应商直接交货（不通过我们的工厂）的情况下，如果我们的供应商按照正常的运输时间在适当的时间发运货物，而且及时将货物交付给收件人，即为遵守了交货时间与日期的约定。
- c) In case we encounter force majeure which shall also include but not be limited to restrictions subject to public law, strikes and lockouts, we shall be temporally relieved from our obligations during the period where such event continues and to the extent our obligations are affected. We are obliged to inform the Buyer of such events without delay. We and the Buyer shall consult with each other to minimize the effects of the force majeure. If no acceptable solution can be agreed within 30 days, either we or the Buyer shall be entitled to terminate the effected Contract by giving a written notice. In such case, we shall not be liable for the termination of such Contract.
如果我们遭遇不可抗力（包括但不限于公法、罢工与雇主停工所造成的限制），我们应在这类事件的持续期间被暂时免于履行我们的义务，但仅以因此而受影响无法履行的义务为限。我们有义务毫不拖延地向买方告知这类事件。我们应与买方相互协商，最大限度地减少该不可抗力的影响。如果双方无法在 30 天之内商定能够接受的解决方案，则我们或买方均有权经送交书面通知后终止受影响的合同。如果发生这类情况，我们概不就这类合同的终止承担任何赔偿责任。
- d) If we fall behind with the delivery, the Buyer shall set a reasonable extension of time and the Buyer shall only be entitled to terminate the Contract after unsuccessful expiration of this extension. The Buyer may only demand compensation for non-performance after the unsuccessful expiration of the extension of time, if the delayed delivery is caused by our intentional or grossly negligent conduct.
如果我们交货延误，买方应规定某一合理的宽限期，只有在该宽限期满我们仍未能交货时，买方才有权终止本合同。如果交货延误系由我们的蓄意或严重过失行为所致，买方只有在该宽限期满我们仍未能交货后，方始有权就未履约提出索赔。



§ 4 Shipping and acceptance

发运与接收

- a) Transport risks from the point of delivery on shall always be borne by the Buyer, also for carriage free deliveries or free deliveries ex works, unless the transport is carried out with our own vehicles from our plant or warehouse.
除非运输由我们自己的交通工具从我们的工厂或仓库执行，从交货地点起的运输风险应始终由买方承担，即使是免付运费的交货或从工厂交货也是如此。
- b) In case of collection from the point of delivery, the loading of the vehicle and the observance of statutory regulations regarding the transport of hazardous material are incumbent upon the Buyer or his agents.
如从交货点上门取货，则买方或其代理应义不容辞地负责货物的装载，并遵守有害物质的运输法规。
- c) Unloading and storing the goods is always up to the Buyer
货物的卸载与存储始终应由买方承担。
- d) The aforementioned regulations apply accordingly for the delivery by third-party carriers, insofar as the Buyer's liability can be deduced from their conduct. Third-party liability will remain unaffected
前述规定也适用于由第三方承运商交货的情况，买方责任的减少仅以他们的行为所能减轻的范围为限。第三方责任不受影响。

§ 5 Title retention

保留所有权

- a) The title to the goods will only be transferred to the Buyer after complete payment of the purchase price and all other liabilities, including future liabilities from the business relationship with us. This also applies without prior demand of restoration and when payments are made in respect of specifically designated liabilities. In case of current account, the reserved property is considered to be a security for the balance claim. The title is passed to the Buyer at the latest when we indisputably do not have any claims against the Buyer any more.
买方只有在付清采购货款和履行所有其它赔付义务之后，货物的全部所有权才转移给买方，上述其它赔付义务包括来自于同我方业务关系的未来-赔付义务。即使买方事先没有要求恢复原状，而且买方支付了我方特别指定的-赔付义务，前述规定也同样适用。如果是双方未结清的仍在往来的帐户，所有权保留的财产应被视为余款索偿权的抵押物。迟迟在我们无可置疑地不再对买方拥有任何索偿权之时，所有权才转移给买方。
- b) As long as the Buyer meets his obligations to us in due form, the Buyer is authorized to further usage of the conditional goods in the ordinary course of business, provided that his claims resulting from resale as stipulated in letter e) are assigned to us.
只要买方能以适当的形式履行其义务，买方就有权按照常规的业务顺序进一步使用所有权保留的货物，条件是买方将按照 e)款的规定因转售导致的索偿权转让给我们。
- c) Should the Buyer fall behind in payments even after an extension of time, we are entitled to reclaim the conditional goods without another extension of time and without declaration of cancellation. For the purpose of revocation we are entitled to enter the Buyer's company if necessary
如买方在宽限期后仍有欠款未付，则我方有权收回所有权保留的货物，而且不再给予另一个宽限期，也无须宣布解约。我方有权在必要时进入买方的公司处理解约及取回货物事宜。
- d) Processing or conversion of the conditional goods is carried out on our behalf as if we are the manufacturer without putting us under any obligation. We shall acquire the co-ownership of the intermediate and end products in case there are goods to which the title belongs to a third party by a ratio of the invoice value of our conditional goods to the invoice value of the third-party's goods; in this respect, the Buyer keeps safe in trust and free of charge for us. The same applies to combination or mixing of conditional goods with third-party's goods.
所有权保留的货物的加工或转换为买方代表我方执行，我方视为生产商，但买方无权使我方承担任何责任。当中间产品与最终产品中含有所有权属于某第三方的货物时，我们应按照我们的所有权保留的货物的发票金额对该第三方货物的发票金额的比率，与该第三方共同享有中间产品与最终产品的所有权；就此而言，买方应负责安全保管，而且不向我方收费。同样的规定也适用于所有权保留的货物与第三方货物的组合或混合的情况。
- e) As security for all our claims, the Buyer herewith assigns to us any claims arising from reselling conditional goods to third parties. If the Buyer sells goods of which we only have partial ownership acc. to letter d), the Buyer assigns to us his claims against third parties in the corresponding partial amount. Should the Buyer use conditional goods within the scope of a contract of work (or similar contract), the Buyer assigns to us corresponding (wage) claims in the amount of the invoice value of our goods used for this purpose.
买方凭此一般条款与条件将因其向第三方转售所有权保留的货物而引起的任何索偿权转让给我方，作为对我方所有索偿权的保护。如买方售出的货物中，有我方按照 d)款的规定只拥有部分所有权的货物，则买方应按照相应的部分金额将其对第三方的索偿权转让给



我方。假如买方在承揽合同 (或类似合同) 的范围内使用所有权保留的货物, 则买方应按照我方用于该目的的货物的发票金额将相应的 (工资) 索偿权转让给我方。

- f) In the normal course of business, the Buyer is authorized to collect claims from the further use of conditional goods. Should we have specific reasons for concern that the Buyer does not or will not properly meet his obligations to us, the Buyer shall upon our request disclose the assignment to his customers, refrain from any disposition regarding the claims, give us all required information about the stock of goods owned by us and the claims which have been assigned to us and deliver the documents for the assertion of the claims assigned to us. We shall be informed immediately about any third-party's access to the conditional goods and the assigned claims.
买方有权在正常的业务过程中, 通过进一步使用所有权保留的货物获得索偿权。假如我方有具体的理由担心买方不履行其对我方承担的义务, 或者将不会妥善地履行其对我方承担的义务, 则在我方提出要求时买方应将索偿权转让给我方的事实披露给买方的客户, 且不得对这些索偿权作出任何处置, 同时将有关我方拥有的库存货物和已经转让给我方的索偿权的一切必要的信息告诉我方, 并递交文件以确认已转让给我方的索偿权。如任何第三方试图获取所有权保留的货物和被转让的索偿权, 买方应当立即通知我方。
- g) If the value of our securities exceeds the total claim against the Buyer by more than 10%, we are obliged upon request of the Buyer to release securities according to our choice.
如我方所有权保留的货物的价值超出我方对买方索偿权总额的 10% 以上, 则当买方提出要求后, 我方有义务释放我方自己所选择的的所有权保留的货物之全部所有权。

§ 6 Warranty rights, inspection and objection requirements of the Buyer

买方的质量保证权, 检验和拒收要求

- a) In case of material substandard quality including the absence of warranted qualities, we are liable to Buyer in accordance with the statutory provisions for cancellation of contract, reduction or replacement, if in addition to the statutory provisions the following conditions are fulfilled
如果质量严重不符合标准, 包括不具备所保证的质量, 则我方将根据撤销合同、减少价款或更换方面的法律规定对买方承担责任, 但除了这些法律规定之外, 还应满足下述条件:
- 1) The Buyer shall inspect the goods and their packaging immediately upon delivery according to the customary conventions. If the goods are delivered in packages, the Buyer shall additionally inspect the labeling of each package to check the compliance with the order.
买方应当在交货后按照习惯做法立即检验货物及其包装。如货物是包装发货的, 则买方还应核对每件包装的标签是否与订单相符。
 - 2) Detected deficiencies acc. to letter a) must immediately be notified to us in writing.
一旦发现 a) 款所述的不相符问题, 应立即用书面方式通知我方。
 - 3) If the Buyer omits the respective inspection or if the Buyer does not immediately notify detected or detectable substandard quality, the Buyer forfeits his warranty rights regarding detected and/ or detectable substandard quality.
如买方未能进行相关的检查, 或者没有立即将已检出的或者其应当能够检出的不符合质量标准的情况通知我方, 则买方丧失其对于已检出和/或其应当能够检出的不符合质量标准的货物所享有的质量保证权。
 - 4) The Buyer shall check the contractual quality of the goods on its own costs by sampling. In case of a hidden substandard quality the Buyer must give notice immediately after the detection of the substandard quality. Otherwise the goods are considered to be approved in this respect. The complaint about a hidden substandard quality is in any case excluded 8 weeks after receiving the goods. A claim for replacement due to incorrect delivery will remain unaffected.
买方应通过取样的方式检查货物的质量是否符合合同规定, 费用自负。如果存在隐蔽的不符合质量标准的问题, 买方必须在发现之后立即通知我方, 否则即视为货物的数量和质量符合约定。收货 8 周后提交的有关隐蔽的不符合质量标准的投诉在任何情况下均不予受理。如果发错货物, 则有权要求调换而不受该期限影响。

§ 7 Liability for consequential damages and other damages

对间接损害和其它损害的责任

As a general rule, we shall only be liable for direct losses and damages. Any loss and damage suffered by the Buyer due to third party's claim for indirect loss and damage shall be excluded.

一般来说, 我方仅对直接损失和损害负责。如第三方就间接损失和损害提出索赔, 从而使买方遭受损失和损害, 则不属于直接损失和损害。

- a) For damages at the Buyer's legal assets including his property resulting from defects of the purchased goods, erroneous incorrect delivery or defective packaging, we are liable as follows:
对于买方的合法资产 (包括其建筑物) 由于所购货物的质量问题、发货出错或包装的缺陷所引起的损害, 我方按照以下规定承担责任:



- 1) As far as damages could have been avoided by adherence to the Buyer's obligation to check, any kind of liability of us to Buyer is excluded, unless the damage is resulting from our intentional conduct or gross negligence.
对于买方履行检查义务即能避免的损害,我方对买方不承担任何责任,除非这类损害系因我方的蓄意行为或严重疏忽所致。
 - 2) As far as damages occur despite adherence to the Buyer's obligation to check, we are only liable to the Buyer for intentional or gross negligent breach of contract.
对于尽管买方履行了检查义务仍然发生的损害,我方仅就故意或严重疏忽导致违约而对买方承担责任。
- b) Regardless of the cause of liability, we are only liable for damages other than the above regulated damages, if they have been caused by an intentional or gross negligent act by us or by one of our vicarious agents.
不论责任的起因为何,除了如上规定的损害之外,我们仅对因我方或我方代理人的蓄意或严重过失行为所引起的损害承担责任。
- c) **We are not liable for the suitability of the goods for the Buyer's intended purposes. Regarding application technological consulting, information or advice etc. we are liable for culpable erroneous consulting, information or advice only if it is given in writing.**
对于货物是否适合买方的预期用途,我方不承担责任。对于应用技术咨询、信息或建议等,我方仅对以书面方式提供的具有重大过失的错误咨询、信息或建议承担责任。

§ 8 Final provisions

最终条款

- a) This GTC and all the Contracts shall be exclusively subject to the law of the PRC excluding the provisions of the convention of the United Nations Convention on Contracts for the International Sale of Goods.
本一般条款与条件和所有合同均完全以中华人民共和国的法律为准据,并排除《联合国国际货物销售合同公约》之条文的适用。
- b) Any dispute arising out of or relating to this GTC, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong Special Administrative Region of the PRC. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English language.
因本一般条款与条件引起或与之有关的任何纠纷,包括合同的存在、效力、解释、履行、违反或终止,或因本合同引起的或与之相关的任何非合同性争议,均应提交由香港国际仲裁中心管理的机构仲裁,并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。仲裁地点为中华人民共和国香港特别行政区。仲裁员的人数为3名。仲裁程序应当使用英语进行。

Acknowledgment of the General Terms and Conditions Sale and Delivery

销售和交货的一般条款与条件确认书

We, the undersigned, have read and understand the General Terms and Conditions Sale and Delivery of Rühl Puomer GmbH ("GTC") and agree that our written acceptance of or our performance in relation to any Contract as defined in the GTC shall constitute our acceptance of this GTC, and respectively, the GTC shall form an integral part of the Contracts.

我方,即以下署名人,已经阅读并理解Rühl Puomer GmbH的销售和交货一般条款与条件("一般条款与条件"),并同意我们以书面形式接受或履行本一般条款与条件中定义的任何合同,应等同于我们接受本一般条款与条件,而且,本一般条款与条件应构成这些合同的不可分割的组成部分。

Name of the Company

公司名称:

Signature: [Name of the Legal Representative]

签名:(法定代表人姓名)

Company Chop:

公司印章:

Date:

日期: